

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re

LTL MANAGEMENT LLC,¹
Debtor.

Chapter 11

Case No. 21-30589 (JCW)

**EX PARTE APPLICATION TO EMPLOY KING & SPALDING LLP
AS DEBTOR'S SPECIAL COUNSEL PURSUANT TO SECTION 327(e)
OF THE BANKRUPTCY CODE EFFECTIVE AS OF THE PETITION DATE**

The above captioned debtor (the “Debtor”) applies to the Court for the entry of an order authorizing it to retain and employ King & Spalding LLP (“K&S”) as special counsel for the Debtor as of October 14, 2021 (the “Petition Date”), pursuant to section 327(e) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1(b) of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Western District of North Carolina (the “Local Rules”).

In support of this Application, the Debtor relies upon, and incorporates by reference, the *Declaration of Kristen R. Fournier*, a partner located in the New York Office of K&S (the “Fournier Declaration”), a copy of which is attached hereto as Exhibit A, and respectfully states as follows:

¹ The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

Jurisdiction

1. This United States Bankruptcy Court for the Western District of North Carolina (the “Court”) has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 105, 327, 330 and 331 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1(b).

Background

2. On the Petition Date, the Debtor commenced this reorganization case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is authorized to continue to manage its property and operate its business as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. The Debtor is a North Carolina limited liability company. It is the direct parent of Royalty A&M LLC, a North Carolina limited liability company, which manages a portfolio of royalty revenue streams, including some based on third-party sales of certain products, and will seek opportunities to acquire or finance additional royalty revenue streams. As of the Petition Date, the Debtor was a defendant in thousands of lawsuits asserting personal injuries allegedly caused by exposure to talc-containing products.

4. A comprehensive description of the Debtor, its history, its assets and liabilities and the events leading to the commencement of this chapter 11 case can be found in the *Declaration of John K. Kim in Support of First Day Pleadings* [Dkt. 5] (the “First Day Declaration”), which was filed on the Petition Date and is incorporated herein by reference. In addition to the First Day Declaration, the Debtor has filed an Informational Brief [Dkt. 3] to

provide additional information about its talc litigation, related costs and plans to address these matters in this chapter 11 case (the “Chapter 11 Case”).

5. On November 8, 2021, the Court entered an order [Dkt. 355] appointing an official committee of talc claimants (the “Talc Committee”) in the Chapter 11 Case.

Relief Requested

6. Pursuant to sections 327(e) and 331 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1(b) and consistent with the *Guidelines for Compensation and Expense Reimbursement of Professionals* issued by this Court (the “Compensation Guidelines”), the Debtor seeks the entry of an order, substantially in the form attached hereto as Exhibit B, authorizing it to retain and employ K&S in the Chapter 11 Case to represent the Debtor² as special counsel, effective as of the Petition Date, in accordance with the engagement letter dated November 9, 2021 (the “Engagement Letter”), a copy of which is attached hereto as Exhibit C.³

Proposed Retention

7. K&S has served as national coordinating counsel for Johnson & Johnson (“J&J”) and Old JJCI in mesothelioma talc-related litigation and special counsel on certain aspects of ovarian talc-related litigation since February 2020, and has served as local and trial counsel in the talc-related litigation since 2017. The Debtor does not propose the employment of K&S as

² Prior to the Petition Date, thousands of talc personal injury claims had been filed or asserted against Johnson & Johnson Consumer Inc. (“Old JJCI”). On October 12, 2021, Old JJCI underwent an internal corporate restructuring (the “2021 Corporate Restructuring”) as a result of which Old JJCI ceased to exist and two new entities were formed—the Debtor and Johnson & Johnson Consumer Inc. (“New JJCI”). The Debtor was allocated certain assets of Old JJCI and became responsible for Old JJCI’s talc-related liabilities (other than claims for which the exclusive remedy is provided under a workers’ compensation statute or similar laws).

³ Any references to, or descriptions of, the Engagement Letter herein are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and the description provided herein.

general bankruptcy counsel pursuant to 11 U.S.C. § 327(a), but instead as special counsel pursuant to 11 U.S.C. § 327(e) to assist on issues relating to the resolution of talc claims in the Chapter 11 Case, drawing on the work the firm has performed in the past for J&J and Old JJCI and the expertise it has developed from this work.⁴ Since at least the Fall of 2017, K&S has represented J&J, Old JJCI and now the Debtor in matters related to the defense of talc claims alleging asbestos contamination, and possesses extensive knowledge concerning J&J and Old JJCI's businesses; both company and broader industry wide history related to the use and testing of talc; scientific research relating to alleged asbestos contamination in talc; the talc related personal injury cases filed against J&J and Old JJCI; defenses to those claims; and J&J, Old JJCI's and the Debtor's management of the defense and settlement of talc related claims.

8. During the course of the Chapter 11 Case, the Debtor will be called upon to address, among other things, the very issues for which K&S has served as long time counsel to J&J and Old JJCI and, in which capacity, K&S has continued to serve the Debtor following the 2021 Corporate Restructuring that created the Debtor.

9. In connection with the 2021 Corporate Restructuring, certain members of K&S advised J&J and Old JJCI, until it ceased to exist, and thereafter to the Debtor on matters relating to the conduct and management of the talc litigation, including in light of the restructuring. Certain of K&S's professionals also were involved in working with relevant personnel to collect and evaluate information in connection with preparations for the potential commencement of the Chapter 11 Case.

⁴ K&S served as counsel to Old JJCI until it ceased to exist following the 2021 Corporate Restructuring. Old JJCI's engagement of K&S was allocated to the Debtor in the 2021 Corporate Restructuring. The terms of K&S's engagement by Old JJCI were superseded in their entirety by the Engagement Letter. As set forth herein and in the Fournier Declaration, K&S continues to represent J&J in certain talc-related litigation, as it did prior to the 2021 Corporate Restructuring and the Petition Date.

Scope of Proposed Retention

10. In light of the foregoing, the Debtor seeks to retain K&S as special counsel to advise the Debtor on issues relating to the defense of talc-related claims and the resolution thereof during the course of the Chapter 11 Case, drawing on K&S's prepetition experience and expertise relating to the Debtor's talc litigation. To that end, K&S anticipates that it may provide the following services during this Chapter 11 Case:

- a. assisting the Debtor with discovery relating to allegations of asbestos contamination in talc, generally, or mesothelioma cases more specifically;
- b. assisting the Debtor in the defense of privilege and work product issues relating to the talc matters;
- c. assisting the Debtor in connection with any estimation proceeding regarding the Debtor's talc-related claims;
- d. assisting the Debtor in any stay issues or other matters relating to talc-related claims in non-bankruptcy forums;
- e. assisting the Debtor in negotiations relating to the resolution of talc-related claims in the Chapter 11 Case; and
- f. providing such other specific services as may be requested by the Debtor from time to time relating to the defense, estimation, or resolution of the Debtor's talc-related claims in the Chapter 11 Case.

11. K&S has indicated its willingness to render the necessary professional services described above as special counsel to the Debtor and will not serve as general bankruptcy and reorganization counsel to the Debtor. The Debtor believes that the services K&S will provide will be complementary and not in any way duplicative of the services to be performed by Jones Day, as general bankruptcy and reorganization counsel or the other firms retained by the Debtor in the Chapter 11 Case to assist in talc-related matters. The Debtor is mindful of the need to avoid the duplication of legal services and appropriate procedures will be implemented to ensure that there is minimal duplication of effort as a result of K&S's role as special counsel.

Compensation and Fee Applications

12. Pursuant to the terms of the Engagement Letter and subject to the Court's approval of this Application, K&S intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.

13. In addition, to the extent that K&S represents both the Debtor and J&J in a matter, K&S will allocate 50% of its fees and expenses incurred in such joint representation to the Debtor and 50% to J&J. In matters in which K&S represents solely the Debtor or J&J, K&S will allocate 100% of the fees and expenses to the entity represented.

14. K&S will be compensated at its hourly rates, which are based on the professionals' level of experience. At present, the hourly rates charged by K&S in the United States fall within the following ranges:⁵

<i>Billing Category</i>	<i>U.S. Range</i>
Partners	\$635 - \$2,095
Counsel/Of Counsel	\$890 - \$1,805
Associates	\$235 - \$1,410
Paralegals	\$265 - \$615

15. These hourly rates may change from time to time in accordance with K&S's established billing practices and procedures, as contemplated by the Engagement Letter.

⁵ The hourly rates for the K&S lawyers anticipated to work for the Debtor as of October 14, 2021 range from \$832 to \$1035 for partners and \$510 to \$731 for associates. See Fournier Declaration, Schedule 3.

16. The names, positions, resident offices, and current hourly rates of those K&S professionals currently expected to spend significant time on the Chapter 11 Case are attached as Schedule C to the Fournier Declaration.

17. K&S's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity.

18. K&S will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Compensation Guidelines, and any additional procedures that may be established by the Court in the Chapter 11 Case.

19. K&S intends to use the following billing categories:⁶

<i>Category</i>	<i>Description</i>
Document Review and Production	Assistance in the collection, review, production, and logging of information sought in the Chapter 11 Case
Preparation of Historical Information	Activities related to review of historic records and preparing witnesses to address issues of company history and related matters and legal advice relating to these issues
Privilege and Work Product Defense	Activities to defend privilege and work product issues related to the talc claims and the defense thereof
Preparation of Expert Witnesses and Related Evidence	Work with expert witnesses to address issues relating to talc matters, as well as assist in the selection of expert witnesses and the identification and use of related evidence
Legal and Factual Analysis Relating to Talc Claims	Advice, counseling, and marshalling of the facts and law in connection with talc claims or any activities, to the extent not covered by another billing category

⁶ These categories are consistent with and expand upon the project categories in the Compensation Guidelines. K&S, in its discretion and in consultation with the Debtor, may determine to create separate or additional sub-billing categories for certain discrete projects undertaken during the Chapter 11 Case.

<i>Category</i>	<i>Description</i>
Non-Bankruptcy Litigation Matters	Assist the Debtor and lead bankruptcy counsel in efforts to enforce or extend the automatic stay or address other issues arising in non-bankruptcy forums
Court Hearings	Includes preparation for and attendance at court hearings
Fee Application Preparation	Includes preparation of K&S's fee applications and related activities and the preparation of monthly invoices
Non-Working Travel	Includes time traveling when no services are being performed

20. K&S contemplates using the following expense categories: (a) copies; (b) outside printing; (c) telephone; (d) facsimile; (e) online research; (f) delivery services/couriers; (g) postage; (h) local travel; (i) out-of-town travel (including subcategories for transportation, hotel, meals, ground transportation and other); (j) local meals; (k) court fees; (l) subpoena fees; (m) witness fees; (n) deposition transcripts; (o) trial transcripts; (p) trial exhibits; (q) litigation support vendors; (r) experts; (s) investigators; (t) arbitrators/mediators; and (u) other.

21. Subject to this Court's approval and in accordance with sections 327(e), 330, and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Orders and Rules of this Court, the Debtor requests that K&S be compensated on an hourly basis and be reimbursed for the actual, necessary expenses K&S incurs.

Compensation Prior to the Petition Date

22. Prior to the Petition Date, K&S has not received any payments from the Debtor for services provided.

23. In the one-year period preceding the Petition Date and before the formation of the Debtor, K&S incurred fees and expenses in the amount of \$261,556.90 relating to preparations for a restructuring of Old JJCI and related issues raised by the talc litigation as a result. On

account of those and other services performed for Old JJCI, K&S has or will bill those fees and expenses to J&J, consistent with the terms of its engagement with J&J and prior engagement with Old JJCI.

Applicable Authority

24. Section 327(e) of the Bankruptcy Code provides:

The trustee, with the court's approval, may employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e)

25. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

26. The Debtors submit that for all the reasons stated herein and in the Fournier Declaration, the retention and employment of K&S as the Debtor's special counsel pursuant to section 327(e) of the Bankruptcy Code and Bankruptcy Rule 2014(a) is warranted.

**No Adverse Interest with Respect to Matters
Upon Which K&S Shall Be Employed**

27. The Fournier Declaration, incorporated herein by reference, discloses K&S's connections to the Debtor and parties in interest in the Chapter 11 Case. In reliance on the Fournier Declaration, and except as set forth therein and in this Application, the Debtor

believes that: (a) K&S has no connection with the Debtor, its affiliates,⁷ its creditors, the United States Bankruptcy Administrator for the Western District of North Carolina (the “Bankruptcy Administrator”), any person employed in the office of the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants; (b) K&S is not a creditor,⁸ equity security holder, or insider of the Debtor, except as set forth in herein and in the Fournier Declaration; (c) none of K&S’s lawyers is, or was within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) K&S neither holds nor represents an interest materially adverse to the Debtor or its estate with respect to the matters on which K&S is to be employed.

28. In the event that K&S’s representation of the Debtor in connection with any particular matter in the Chapter 11 Case would result in it becoming adverse to a party in interest that gives rise to a professional conflict, the Debtor shall use separate counsel to represent its interests with respect to such matter against such party. If that occurs, it is anticipated that conflicts counsel may be retained in connection with that matter.

29. The employment of K&S is in the best interests of the Debtor and the Debtor’s estate. The Debtor believes that the denial of this Application would be prejudicial to the Debtor and its bankruptcy estate. Should the Debtor be required to retain counsel in substitution of K&S, the Debtor, its bankruptcy estate, and other parties in interest would be prejudiced by the time and expense required for substitute counsel to become familiar with the Debtor’s defenses

⁷ As described in the Fournier Declaration, K&S has represented, and represents, certain non-debtor affiliates of the Debtor in matters unrelated to the Chapter 11 Case.

⁸ As of the Petition Date, \$7,700,860.00 remains outstanding in actual fees and expenses for work performed with respect to the talc litigation on behalf of J&J and Old JJCI. K&S has or will bill those fees and expenses to J&J, consistent with the terms of its engagement with J&J and prior engagement with Old JJCI.

to talc claims and obtain the expertise required to serve the Debtor and their estates in an effective manner.

30. K&S understands that any compensation and expenses paid to it must be approved by this Court upon application consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Orders of this Court.

31. As required by section 327(e) of the Bankruptcy Code and Rule 2014(a), the above-described facts set forth in this Application and the information in the exhibits attached hereto set forth: (a) the specific facts showing the necessity for K&S's employment; (b) the reasons for the Debtor's selection of K&S as its counsel in connection with the Chapter 11 Case; (c) the professional services proposed to be provided by K&S; (d) the arrangement between the Debtor and K&S with respect to K&S's compensation, including information on retainers and hourly fees and the reasonableness thereof; and (e) to the best of the Debtor's knowledge, the extent of K&S's connections, if any, to certain parties in interest in these matters. Accordingly, K&S's retention by the Debtor should be approved.

Notice

32. Pursuant to Local Bankruptcy Rule 9013-1(f), the Debtor seeks approval of this Application on an ex parte basis. Nevertheless, consistent with the *Order Establishing Certain Notice, Case Management and Administrative Procedures* [Dkt. 322] (the "Case Management Order"), notice of this Application has been provided to: (a) the Bankruptcy Administrator; (b) the Talc Committee; (c) counsel to the Debtor's non debtor affiliates, New JJCI and J&J; and (d) the other parties on the Service List established by the Case Management Order. The Debtor submits that, in light of the ex parte nature of the relief requested, no other or further notice need be provided.

No Prior Request

33. No prior application for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtor respectfully requests that the Court: (a) enter an order, substantially in the form attached hereto as Exhibit B, granting the relief requested herein; and (b) grant such other and further relief to the Debtor as the Court may deem just and proper.

Dated: November 15, 2021
Charlotte, North Carolina

Respectfully submitted,

LTL Management LLC

By: /s/ John K. Kim
John K. Kim
Chief Legal Officer

PROPOSED ATTORNEYS FOR
DEBTOR:

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EXHIBIT A

Declaration of Kristen R. Fournier

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re

LTL MANAGEMENT LLC,¹
Debtor.

Chapter 11

Case No. 21-30589 (JCW)

DECLARATION OF KRISTEN R. FOURNIER

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Rules of Practice and Procedure of the United States Bankruptcy Court for the Western District of North Carolina (the “Local Bankruptcy Rules”), Kristen R. Fournier hereby declares as follows:

1. I am an attorney at law admitted and in good standing to practice in the States of New York, Virginia and Washington, D.C. and before the United States District Court for the Eastern District of New York, the United States District Court for the Southern District of New York and the United States District Court for the Eastern District of Virginia.

2. I am a partner with the law firm of King & Spalding LLP (“K&S”) and am duly authorized to make this declaration on behalf of K&S. I make this declaration in support of the *Ex Parte Application to Employ King & Spalding LLP as Debtor’s Special Counsel Pursuant to Section 327(e) of the Bankruptcy Code Effective as of the Petition Date* (the “Application”).²

The facts set forth in this Declaration are personally known to me and, if called as a witness, I could and would testify thereto.

¹ The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

² Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

K&S's Qualifications

3. K&S has served as national coordinating counsel for Johnson & Johnson ("J&J") and Johnson & Johnson Consumer, Inc. ("Old JJCI") in mesothelioma talc-related litigation and special counsel on certain aspects of ovarian talc-related litigation since February of 2020 and has served as local and trial counsel in the talc-related litigation since 2017. The Debtor does not propose the employment of K&S as general bankruptcy counsel pursuant to 11 U.S.C. § 327(a), but instead as special counsel pursuant to 11 U.S.C. § 327(e) to assist on issues relating to the resolution of talc claims in the Chapter 11 Case drawing on the work the firm has performed in the past for J&J, Old JJCI and the Debtor and the expertise it has developed from this work.³ Since at least the Fall of 2017, K&S has represented J&J, Old JJCI and now the Debtor in matters related to the defense of talc claims alleging asbestos contamination, and possesses extensive knowledge concerning J&J and Old JJCI's businesses; both company and broader industry wide history related to the use and testing of talc; scientific research relating to alleged asbestos contamination in talc; the talc related personal injury cases filed against J&J and Old JJCI; defenses to those claims; and J&J, Old JJCI's and the Debtor's management of the defense and settlement of talc related claims.

4. During the course of the Chapter 11 Case, the Debtor will be called upon to address, among other things, the very issues for which K&S has served as long time counsel to J&J and Old JJCI and, in which capacity, K&S has continued to serve the Debtor following the 2021 Corporate Restructuring that created the Debtor.

³ K&S served as counsel to Old JJCI until it ceased to exist following the 2021 Corporate Restructuring. Old JJCI's engagement of K&S was allocated to the Debtor in the 2021 Corporate Restructuring. The terms of K&S's engagement by Old JJCI were superseded in their entirety by the Engagement Letter. As set forth herein and in the Fournier Declaration, K&S continues to represent J&J in certain talc-related litigation, as it did prior to the 2021 Corporate Restructuring and the Petition Date.

34. In connection with the 2021 Corporate Restructuring, certain members of K&S advised J&J and Old JJCI, until it ceased to exist, and thereafter to the Debtor on matters relating to the conduct and management of the talc litigation, including in light of the restructuring. Certain of K&S's professionals also were involved in working with relevant personnel to collect and evaluate information in connection with preparations for the potential commencement of the Chapter 11 Case.

Scope of Proposed Retention

5. K&S anticipates that it may provide the following services during this Chapter 11 Case:

- a. assisting the Debtor with discovery relating to allegations of asbestos contamination in talc, generally, or mesothelioma cases more specifically;
- b. assisting the Debtor in the defense of privilege and work product issues relating to the talc matters;
- c. assisting the Debtor in connection with any estimation proceeding for the Debtor's talc-related claims;
- d. assisting the Debtor in any stay issues or other matters relating to talc-related claims in non-bankruptcy forums;
- e. assisting the Debtor in negotiations relating to the resolution of talc-related claims in the Chapter 11 Case; and
- f. providing such other specific services as may be requested by the Debtor from time to time relating to the defense, estimation, or resolution of the Debtor's talc-related claims in the Chapter 11 Case.

6. K&S is willing to render the necessary professional services described above as special counsel to the Debtor and will not serve as general bankruptcy and reorganization counsel to the Debtor. K&S is mindful of the need to avoid the duplication of legal services and appropriate procedures will be implemented to ensure that there is minimal duplication of effort as a result of K&S's role as special counsel.

Compensation and Fee Applications

7. Pursuant to the terms of the Engagement Letter and subject to the Court's approval of this Application, K&S intends to: (a) charge for its legal services on an hourly basis in accordance with the ordinary and customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of actual and necessary out-of-pocket expenses.

8. In addition, to the extent that K&S represents both the Debtor and J&J in a matter, K&S will allocate 50% of its fees and expenses incurred in such joint representation to the Debtor and 50% to J&J. In matters in which K&S represents solely the Debtor or J&J, K&S will allocate 100% of the fees and expenses to the entity represented.

9. K&S will be compensated at its hourly rates, which are based on the professionals' level of experience. At present, the hourly rates charged by K&S fall within the following ranges:⁴

<i>Billing Category</i>	<i>U.S. Range</i>
Partners	\$635 - \$2,095
Counsel/Of Counsel	\$890 - \$1,805
Associates	\$235 - \$1,410
Paralegals	\$265 - \$615

10. These hourly rates may change from time to time in accordance with established billing practices and procedures, as contemplated by the Engagement Letter.

⁴ The hourly rates for the K&S lawyers anticipated to work for the Debtor as of October 14, 2021 range from \$832 to \$1035 for partners and \$510 to \$731 for associates. See Schedule 3 hereto.

11. The names, positions, resident offices and current hourly rates of those K&S professionals currently expected to spend significant time on the Chapter 11 Case are attached as Schedule 3 hereto.

12. K&S's hourly fees are comparable to those charged by attorneys of similar experience and expertise for engagements of similar scope and complexity.

13. K&S will maintain detailed, contemporaneous time records in six-minute intervals and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Compensation Guidelines, and any additional procedures that may be established by the Court in the Chapter 11 Case. In addition, K&S understands that interim and final fee awards are subject to approval by this Court.

Compensation Prior to the Petition Date

14. Prior to the Petition Date, K&S has not received any payments from the Debtor for services provided.

15. In the one-year period preceding the Petition Date and before the formation of the Debtor, K&S incurred fees and expenses in the amount of \$261,556.90 relating to preparations for a restructuring of Old JJCI and related issues raised by the talc litigation as a result. On account of those and other services performed for Old JJCI, K&S has or will bill those fees and expenses to J&J, consistent with the terms of its engagement with J&J and prior engagement with Old JJCI.

Disclosure Concerning Disinterestedness

Interested Party List

16. The Debtor has provided K&S with a list of the names of individuals or institutions that are potential significant parties in interest (collectively, the “Interested Parties”) in the following categories:

- (a) the Debtor’s direct equity owner;
- (b) the Debtor’s direct non-debtor subsidiary;
- (c) other non-debtor affiliates of the Debtor;
- (d) managers and officers of the Debtor;
- (e) major current business affiliations of the Debtor’s managers;
- (f) depository and disbursement banks of the Debtor;
- (g) major sureties;
- (h) parties to material contracts with the Debtor;
- (i) significant co-defendants in talc-related litigation;
- (j) the Debtor’s retained professionals and claims agent;
- (k) the Debtor’s significant ordinary course professionals, consultants and service providers;
- (l) known professionals for certain non-Debtor parties in interest;
- (m) material potentially indemnified parties;
- (n) law firms with significant representations of talc claimants;
- (o) key parties in *Imerys Talc America, Inc.* and *Cyprus Mines Corp.* chapter 11 cases;
- (p) the Debtor’s insurers; and
- (q) parties in interest that have filed a Bankruptcy Rule 2002 notice of appearance in the Chapter 11 Case.

17. The list of Interested Parties also includes available information regarding (a) the Bankruptcy Administrator and attorneys for the Bankruptcy Administrator's Office for the Western District of North Carolina and (b) bankruptcy judges for the Western District of North Carolina.

18. The identities of the Interested Parties, developed as of November 3, 2021, are set forth on Schedule 1 hereto.

Evaluation and Disclosure of Connections

19. To check and clear potential conflicts of interest in these cases, as well as to determine all "connections" (as such term is used in Bankruptcy Rule 2014) to the Debtor, its creditors, other parties in interest, their respective attorneys, the Bankruptcy Administrator or any person employed in the office of the Bankruptcy Administrator, K&S researched its client database to determine whether it had any relationships with the Interested Parties. To the extent that K&S's research of its relationships with the Interested Parties indicates that K&S has represented in the past three years, or currently represents, any of these entities in matters unrelated to the Chapter 11 Case, the identities of these entities and such entities' relationship to the Debtor and connection to K&S, are set forth in Schedule 2 hereto.

20. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor K&S, nor any partner, associate or other professional thereof has any connection with the Debtor, its creditors, the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants, except as set forth below and in Schedule 2 attached hereto:

- (a) K&S has not represented, and does not and will not represent, any entity in matters adverse to the Debtor or to the estate with respect to matters on which K&S is to be employed.

- (b) Prior to the Petition Date, K&S represented the predecessor entity of the Debtor as counsel, including as national coordinating counsel, special counsel and defense counsel, in certain talc-related litigation (the same role it served for the Debtor after the 2021 Corporate Restructuring).
- (c) Prior to the Petition Date, K&S represented the Debtor's parent company and non-debtor affiliate, J&J, as counsel, including as national coordinating counsel, special counsel and defense counsel, in certain talc-related litigation. K&S will continue to represent J&J in that capacity.
- (d) In matters unrelated to the Debtor or the Chapter 11 Case, K&S currently represents or formerly represented certain of the Debtor's non-debtor affiliates. K&S, however, has not represented, and does not and will not represent, any of these entities in matters adverse to the Debtor or to the estate with respect to matters on which K&S is to be employed.
- (e) K&S currently represents certain of the Debtor's significant talc related litigation co-defendants, certain of the Debtor's ordinary course professionals, certain of the Debtor's material potentially indemnified parties, and one of the Debtor's insurers. These relationships are set forth on the attached Schedule 2. In all instances, K&S has not represented, and does not and will not represent, any of these entities in matters adverse to the Debtor or to the estate with respect to matters on which K&S is to be employed.

***K&S's Services Prior to the Petition Date
and Representation of Non-Debtor Affiliates in Unrelated Matters***

21. Since at least 2006, K&S has provided various legal services to certain of J&J's direct and indirect subsidiaries, including the predecessor to the Debtor, Old JJCI. These legal services have included advice and assistance relating to litigation, investigations and general corporate matters.

22. Following the 2021 Corporate Restructuring, K&S has represented certain affiliates of the Debtor that are not parties to the Chapter 11 Case (collectively, the "Non-Debtor Affiliates"), in matters unrelated to the Debtor or the Chapter 11 Case as summarized in the attached Schedule 2.

23. As affiliates within the same enterprise, the interests of the Debtor and its Non-Debtor Affiliates have been aligned following the 2021 Corporate Restructuring, and I anticipate that they will continue to be aligned with respect to the Chapter 11 Case. Nevertheless, K&S has not represented, and does not and will not represent, any Non-Debtor Affiliate in any matter adverse to the Debtor or to the estate with respect to matters on which K&S is to be employed. Likewise, to the extent necessary, in the event of any dispute between the Debtor and its Non-Debtor Affiliates, the Debtor will utilize separate counsel for such matters.

**K&S Holds No Adverse Interest with Respect to Matters
Upon Which K&S Shall Be Employed**

24. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, K&S does not represent or hold any interest adverse to the Debtor or to the estate with respect to the matters on which K&S is to be employed as required by section 327(e) of the Bankruptcy Code, in that: (a) K&S has no connection with the Debtor, its affiliates, its creditors, the Bankruptcy Administrator, any person employed in the office of the Bankruptcy Administrator or any other party with an actual or potential interest in the Chapter 11 Case or their respective attorneys or accountants, except as set forth herein and on Schedule 2; (b) K&S is not a creditor,⁵ equity security holder or insider of the Debtor, except as set forth herein and in the Application; (c) no K&S partner, associate or other professional is, or was within two years of the Petition Date, a director, officer or employee of the Debtor; and (d) none of the matters in which K&S represents an Interested Party are adverse to the Debtor or to the estate with respect to matters on which K&S is to be employed.

⁵ As of the Petition Date, \$7,700,860.00 remains outstanding in fees and expenses for work performed with respect to the talc litigation on behalf of J&J and Old JJCI. K&S has or will bill those fees and expenses to J&J, consistent with the terms of its engagement with J&J and prior engagement with Old JJCI.

25. Despite the efforts described above to identify and disclose connections with parties in interest in this case, because the Debtor is part of a large enterprise and has thousands of creditors and other relationships, and because K&S is an international firm with more than 1,200 attorneys in 22 offices around the globe, K&S is unable to state with certainty that every client representation or other connection of K&S has been disclosed. In this regard, if K&S discovers additional information that requires disclosure, K&S will file supplemental disclosures with the Court.

26. In addition, it is my understanding that if a conflict of interest with respect to a party set forth on Schedule 2 or another party in interest later identified in this case should arise, the Debtor will use the services of other conflicts counsel in connection with that matter.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: November 15, 2021
New York, NY

/s/ Kristen R. Fournier
Kristen R. Fournier (NY 4439857)
King & Spalding LLP
1185 Avenue of the Americas
34th Floor
New York, NY 10036-2601
Telephone: (212) 556-2100
Facsimile: (212) 556-2222

SCHEDULE 1

Potentially Interested Parties

**LTL Management LLC
Potentially Interested Parties**

Debtor

LTL Management LLC

Direct Equity Owner of Debtor

Johnson and Johnson Consumer Inc.

Debtor's Direct Non-Debtor Subsidiary

Royalty A&M LLC

Other Non-Debtor Affiliates

3Dintegrated ApS
Acclarent, Inc.
Actelion Ltd
Actelion Manufacturing GmbH
Actelion Pharmaceuticals Australia
Pty. Limited
Actelion Pharmaceuticals Korea Ltd.
Actelion Pharmaceuticals Ltd
Actelion Pharmaceuticals Mexico
S.A. De C.V.
Actelion Pharmaceuticals Trading
(Shanghai) Co., Ltd.
Actelion Pharmaceuticals UK Limited
Actelion Pharmaceuticals US, Inc.
Actelion Registration Limited
Actelion Treasury Unlimited Company
Akros Medical, Inc.
Albany Street LLC
ALZA Corporation
Alza Land Management, Inc.
AMO (Hangzhou) Co., Ltd.
AMO (Shanghai) Medical Devices
Trading Co., Ltd.
AMO ASIA LIMITED
AMO Australia Pty Limited
AMO Canada Company
AMO Denmark ApS
AMO Development, LLC
AMO France
AMO Germany GmbH

AMO Groningen B.V.
AMO International Holdings
AMO Ireland
AMO Ireland Finance Unlimited Company
AMO Italy SRL
AMO Japan K.K.
AMO Manufacturing Spain S.L.
AMO Manufacturing USA, LLC
AMO Netherlands BV
AMO Nominee Holdings, LLC
AMO Norway AS
AMO Puerto Rico Manufacturing, Inc.
AMO Sales and Service, Inc.
AMO Singapore Pte. Ltd.
AMO Spain Holdings, LLC
AMO Switzerland GmbH
AMO U.K. Holdings, LLC
AMO United Kingdom, Ltd.
AMO Uppsala AB
AMO US Holdings, Inc.
AMO USA Sales Holdings, Inc.
AMO USA, LLC
Animas Diabetes Care, LLC
Animas LLC
Animas Technologies LLC
AorTx, Inc.
Apsis
Aragon Pharmaceuticals, Inc.
Asia Pacific Holdings, LLC
Atrionix, Inc.
AUB Holdings LLC
Auris Health, Inc.
Backsvalan 2 Aktiebolag
Backsvalan 6 Handelsbolag
Beijing Dabao Cosmetics Co., Ltd.
BeneVir BioPharm, Inc.
Berna Rhein B.V.
BioMedical Enterprises, Inc.
Biosense Webster (Israel) Ltd.
Biosense Webster, Inc.
C Consumer Products Denmark ApS
Calibra Medical LLC
Campus-Foyer Apotheke GmbH

Carlo Erba OTC S.r.l.
 Centocor Biologics, LLC
 Centocor Research & Development, Inc.
 ChromaGenics B.V.
 Ci:Labo Customer Marketing Co., Ltd.
 Ci:z. Labo Co., Ltd.
 Cilag AG
 Cilag GmbH International
 Cilag Holding AG
 Cilag Holding Treasury Unlimited Company
 Cilag-Biotech, S.L.
 CNA Development GmbH
 Codman & Shurtleff, Inc.
 Coherex Medical, Inc.
 ColBar LifeScience Ltd.
 Company Store.com, Inc.
 Cordis de Mexico, S.A. de C.V.
 Cordis International Corporation
 Corimmun GmbH
 CoTherix Inc.
 CSATS, Inc.
 Darlain Trading S.A.
 Debs-Vogue Corporation
 (Proprietary) Limited
 DePuy France
 DePuy Hellas SA
 DePuy International Limited
 DePuy Ireland Unlimited Company
 DePuy Mexico, S.A. de C.V.
 DePuy Mitek, LLC
 DePuy Orthopaedics, Inc.
 DePuy Products, Inc.
 DePuy Spine, LLC
 DePuy Synthes Gorgan Limited
 DePuy Synthes Institute, LLC
 DePuy Synthes Leto SARL
 DePuy Synthes Products, Inc.
 DePuy Synthes Sales, Inc.
 DePuy Synthes, Inc.
 Dr. Ci:Labo Co., Ltd.
 DR. CI:LABO COMPANY LIMITED
 Dutch Holding LLC
 ECL7, LLC
 EES Holdings de Mexico,
 S. de R.L. de C.V.
 EES, S.A. de C.V.

EIT Emerging Implant Technologies GmbH
 Ethicon Biosurgery Ireland
 Ethicon Endo-Surgery (Europe) GmbH
 Ethicon Endo-Surgery, Inc.
 Ethicon Endo-Surgery, LLC
 Ethicon Holding Sarl
 Ethicon Ireland Unlimited Company
 Ethicon LLC
 Ethicon PR Holdings Unlimited Company
 Ethicon Sarl
 Ethicon US, LLC
 Ethicon Women's Health & Urology Sarl
 Ethicon, Inc.
 Ethnor (Proprietary) Limited
 Ethnor del Istmo S.A.
 Ethnor Farmaceutica, S.A.
 Ethnor Guatemala, Sociedad Anomina
 Finsbury (Development) Limited
 Finsbury (Instruments) Limited
 Finsbury Medical Limited
 Finsbury Orthopaedics International Limited
 Finsbury Orthopaedics Limited
 FMS Future Medical System SA
 GH Biotech Holdings Limited
 Global Investment Participation B.V.
 GMED Healthcare BV
 Guangzhou Bioseal Biotech Co., Ltd.
 Hansen Medical Deutschland GmbH
 Hansen Medical International, Inc.
 Hansen Medical UK Limited
 Hansen Medical, Inc.
 Healthcare Services (Shanghai) Ltd.
 I.D. Acquisition Corp.
 Innomedic Gesellschaft für innovative
 Medizintechnik und Informatik mbH
 Innovalens B.V.
 Innovative Surgical Solutions, LLC
 J & J Company West Africa Limited
 J&J Pension Trustees Limited
 J.C. General Services BV
 Janssen Alzheimer Immunotherapy
 (Holding) Limited
 Janssen Biologics (Ireland) Limited
 Janssen Biologics B.V.
 Janssen BioPharma, Inc.
 Janssen Biotech, Inc.

Janssen Cilag Farmaceutica S.A.
 Janssen Cilag S.p.A.
 Janssen Cilag SPA
 Janssen Cilag, C.A.
 Janssen de Mexico, S. de R.L. de C.V.
 Janssen Development Finance
 Unlimited Company
 Janssen Diagnostics, LLC
 Janssen Egypt LLC
 Janssen Farmaceutica Portugal Lda
 Janssen Global Services, LLC
 Janssen Group Holdings Limited
 Janssen Holding GmbH
 Janssen Inc.
 Janssen Irish Finance Company UC
 Janssen Korea Ltd.
 Janssen Oncology, Inc.
 Janssen Ortho LLC
 Janssen Pharmaceutica
 (Proprietary) Limited
 Janssen Pharmaceutica NV
 Janssen Pharmaceutica S.A.
 Janssen Pharmaceutical
 Janssen Pharmaceutical K.K.
 Janssen Pharmaceutical Sciences
 Unlimited Company
 Janssen Pharmaceuticals, Inc.
 Janssen Products, LP
 Janssen R&D Ireland
 Janssen Research & Development, LLC
 Janssen Sciences Ireland
 Unlimited Company
 Janssen Scientific Affairs, LLC
 Janssen Supply Group, LLC
 Janssen Vaccines & Prevention B.V.
 Janssen Vaccines Corp.
 Janssen-Cilag
 Janssen-Cilag (New Zealand) Limited
 Janssen-Cilag A/S
 Janssen-Cilag AG
 Janssen-Cilag Aktiebolag
 Janssen-Cilag AS
 Janssen-Cilag B.V.
 Janssen-Cilag de Mexico S. de R.L. de C.V.
 Janssen-Cilag Farmaceutica Lda.
 Janssen-Cilag Farmaceutica Ltda.

Janssen-Cilag GmbH
 Janssen-Cilag International NV
 Janssen-Cilag Kft.
 Janssen-Cilag Limited
 Janssen-Cilag Limited
 Janssen-Cilag Manufacturing, LLC
 Janssen-Cilag NV
 Janssen-Cilag OY
 Janssen-Cilag Pharma GmbH
 Janssen-Cilag Pharmaceutical S.A.C.I.
 Janssen-Cilag Polska, Sp. z o.o.
 Janssen-Cilag Pty Ltd
 Janssen-Cilag S.A.
 Janssen-Cilag s.r.o.
 Janssen-Cilag, S.A.
 Janssen-Cilag, S.A. de C.V.
 Janssen-Pharma, S.L.
 J-C Health Care Ltd.
 Jevco Holding, Inc.
 JJ Surgical Vision Spain, S.L.
 JJC Acquisition Company B.V.
 JJHC, LLC
 JJSV Belgium BV
 JJSV Manufacturing Malaysia SDN. BHD.
 JJSV Norden AB
 JJSV Produtos Otricos Ltda.
 JNJ Global Business Services s.r.o.
 JNJ Holding EMEA B.V.
 JNJ International Investment LLC
 JNJ Irish Investments ULC
 Johnson & Johnson
 Johnson & Johnson - Societa' Per Azioni
 Johnson & Johnson (Angola), Limitada
 Johnson & Johnson (China) Investment Ltd.
 Johnson & Johnson (Egypt) S.A.E.
 Johnson & Johnson (Hong Kong) Limited
 Johnson & Johnson (Ireland) Limited
 Johnson & Johnson (Jamaica) Limited
 Johnson & Johnson (Kenya) Limited
 Johnson & Johnson (Middle East) Inc.
 Johnson & Johnson (Mozambique),
 Limitada
 Johnson & Johnson (Namibia)
 (Proprietary) Limited
 Johnson & Johnson (New Zealand) Limited
 Johnson & Johnson (Philippines), Inc.

Johnson & Johnson (Private) Limited
 Johnson & Johnson (Thailand) Ltd.
 Johnson & Johnson (Trinidad) Limited
 Johnson & Johnson (Vietnam) Co., Ltd
 Johnson & Johnson AB
 Johnson & Johnson AG
 Johnson & Johnson Belgium
 Finance Company BV
 Johnson & Johnson Bulgaria EOOD
 Johnson & Johnson China Ltd.
 Johnson & Johnson Consumer
 (Hong Kong) Limited
 Johnson & Johnson Consumer
 (Thailand) Limited
 Johnson & Johnson Consumer B.V.
 Johnson & Johnson Consumer
 Holdings France
 Johnson & Johnson Consumer Inc.
 Johnson & Johnson Consumer NV
 Johnson & Johnson Consumer
 Saudi Arabia Limited
 Johnson & Johnson Consumer Services
 EAME Ltd.
 Johnson & Johnson d.o.o.
 Johnson & Johnson de Argentina
 S.A.C. e. I.
 Johnson & Johnson de Chile Limitada
 Johnson & Johnson de Chile S.A.
 Johnson & Johnson de Colombia S.A.
 Johnson & Johnson de Costa Rica, S.A.
 Johnson & Johnson de Mexico, S.A. de C.V.
 Johnson & Johnson de Uruguay S.A.
 Johnson & Johnson de Venezuela, S.A.
 Johnson & Johnson del Ecuador, S.A.
 Johnson & Johnson Del Paraguay, S.A.
 Johnson & Johnson del Peru S.A.
 Johnson & Johnson do Brasil Industria E
 Comercio de Produtos Para Saude Ltda.
 Johnson & Johnson Dominicana, S.A.S.
 Johnson & Johnson Enterprise
 Innovation Inc.
 Johnson & Johnson European
 Treasury Company
 Johnson & Johnson Finance Corporation
 Johnson & Johnson Finance Limited

Johnson & Johnson Financial
 Services GmbH
 Johnson & Johnson for Export and
 Import LLC
 Johnson & Johnson Foundation Scotland
 (NON-PROFIT)
 Johnson & Johnson Gateway, LLC
 Johnson & Johnson Gesellschaft m.b.H.
 Johnson & Johnson GmbH
 Johnson & Johnson Guatemala, S.A.
 Johnson & Johnson Health and
 Wellness Solutions, Inc.
 Johnson & Johnson Health Care
 Systems Inc.
 Johnson & Johnson Hellas Commercial and
 Industrial S.A.
 Johnson & Johnson Hellas Consumer
 Products Commercial Societe Anonyme
 Johnson & Johnson Hemisferica S.A.
 Johnson & Johnson Holding GmbH
 Johnson & Johnson Holdings K.K.
 Johnson & Johnson Inc.
 Johnson & Johnson Industrial Ltda.
 Johnson & Johnson Innovation - JJDC, Inc.
 Johnson & Johnson Innovation Limited
 Johnson & Johnson Innovation LLC
 Johnson & Johnson International
 Johnson & Johnson International
 (Singapore) Pte. Ltd.
 Johnson & Johnson International Financial
 Services Company
 Johnson & Johnson Japan Inc.
 Johnson & Johnson K.K.
 Johnson & Johnson Kft.
 Johnson & Johnson Korea Ltd.
 Johnson & Johnson Korea Selling &
 Distribution LLC
 Johnson & Johnson Limitada
 Johnson & Johnson Limited
 Johnson & Johnson LLC
 Johnson & Johnson Luxembourg Finance
 Company Sarl
 Johnson & Johnson Management Limited
 Johnson & Johnson Medical (China) Ltd.
 Johnson & Johnson Medical
 (Proprietary) Ltd

Johnson & Johnson Medical (Shanghai) Ltd.
 Johnson & Johnson Medical (Suzhou) Ltd.
 Johnson & Johnson Medical B.V.
 Johnson & Johnson Medical Devices &
 Diagnostics Group - Latin America,
 L.L.C.
 Johnson & Johnson Medical GmbH
 Johnson & Johnson Medical Korea Ltd.
 Johnson & Johnson Medical Limited
 Johnson & Johnson Medical Mexico, S.A.
 de C.V.
 Johnson & Johnson Medical NV
 Johnson & Johnson Medical
 Products GmbH
 Johnson & Johnson Medical Pty Ltd
 Johnson & Johnson Medical S.A.
 Johnson & Johnson Medical S.p.A.
 Johnson & Johnson Medical SAS
 Johnson & Johnson Medical
 Saudi Arabia Limited
 Johnson & Johnson Medical Servicios
 Profesionales S. de R.L. de C.V.
 Johnson & Johnson Medical Taiwan Ltd.
 Johnson & Johnson Medical, S.C.S.
 Johnson & Johnson Medikal Sanayi ve
 Ticaret Limited Sirketi
 Johnson & Johnson Middle East FZ-LLC
 Johnson & Johnson Morocco
 Societe Anonyme
 Johnson & Johnson Nordic AB
 Johnson & Johnson Pacific Pty Limited
 Johnson & Johnson Pakistan
 (Private) Limited
 Johnson & Johnson Panama, S.A.
 Johnson & Johnson Personal Care
 (Chile) S.A.
 Johnson & Johnson Poland Sp. z o.o.
 Johnson & Johnson Private Limited
 Johnson & Johnson Pte. Ltd.
 Johnson & Johnson Pty. Limited
 Johnson & Johnson Research Pty Ltd
 Johnson & Johnson Romania S.R.L.
 Johnson & Johnson S.E. d.o.o.
 Johnson & Johnson S.E., Inc.
 Johnson & Johnson Sante Beaute France
 Johnson & Johnson SDN. BHD.

Johnson & Johnson Services, Inc.
 Johnson & Johnson Servicios Corporativos,
 S. de R.L. de C.V.
 Johnson & Johnson Surgical Vision India
 Private Limited
 Johnson & Johnson Surgical Vision, Inc.
 Johnson & Johnson Taiwan Ltd.
 Johnson & Johnson UK Treasury
 Company Limited
 Johnson & Johnson Ukraine LLC
 Johnson & Johnson Urban Renewal
 Associates
 Johnson & Johnson Vision Care
 (Shanghai) Ltd.
 Johnson & Johnson Vision Care Ireland
 Unlimited Company
 Johnson & Johnson Vision Care, Inc.
 Johnson & Johnson, S.A.
 Johnson & Johnson, S.A. de C.V.
 Johnson & Johnson, s.r.o.
 Johnson & Johnson, s.r.o.
 Johnson and Johnson (Proprietary) Limited
 Johnson and Johnson Sihhi Malzeme Sanayi
 Ve Ticaret Limited Sirketi
 JOM Pharmaceutical Services, Inc.
 La Concha Land Investment Corporation
 Latam International Investment Company
 Unlimited Company
 Lifescan
 McNeil AB
 McNeil Consumer Pharmaceuticals Co.
 McNeil Denmark ApS
 McNeil Healthcare (Ireland) Limited
 McNeil Healthcare (UK) Limited
 McNeil Healthcare LLC
 McNeil Iberica S.L.U.
 McNeil LA LLC
 McNEIL MMP, LLC
 McNeil Nutritionals, LLC
 McNeil Panama, LLC
 McNeil Products Limited
 McNeil Sweden AB
 MDS Co. Ltd.
 Medical Device Business Services, Inc.
 Medical Devices & Diagnostics Global
 Services, LLC

Medical Devices International LLC
 Medical Industrial do Brasil Ltda.
 Medos International Sarl
 Medos Sarl
 MegaDyne Medical Products, Inc.
 Menlo Care De Mexico, S.A. de C.V.
 Mentor B.V.
 Mentor Deutschland GmbH
 Mentor Medical Systems B.V.
 Mentor Partnership Holding
 Company I, LLC
 Mentor Texas GP LLC
 Mentor Texas L.P.
 Mentor Worldwide LLC
 Micrus Endovascular LLC
 Middlesex Assurance Company Limited
 Momenta Ireland Limited
 Momenta Pharmaceuticals, Inc.
 NeoStrata Company, Inc.
 NeoStrata UG (haftungsbeschränkt)
 Netherlands Holding Company
 Neuravi Inc.
 Neuravi Limited
 NeuWave Medical, Inc.
 Novira Therapeutics, LLC
 NuVera Medical, Inc.
 Obtech Medical Mexico, S.A. de C.V.
 OBTECH Medical Sarl
 OGX Beauty AU Pty Ltd
 OGX Beauty Limited
 OMJ Holding GmbH
 OMJ Ireland Unlimited Company
 OMJ Pharmaceuticals, Inc.
 Omrix Biopharmaceuticals Ltd.
 Omrix Biopharmaceuticals NV
 Omrix Biopharmaceuticals, Inc.
 Ortho Biologics LLC
 Ortho Biotech Holding LLC
 Ortho-McNeil Pharmaceutical, LLC
 Orthotaxy
 Patriot Pharmaceuticals, LLC
 Peninsula Pharmaceuticals, LLC
 Penta Pty. Limited
 Percivia LLC
 Perouse Plastie
 Pharmadirect Ltd.

Pharmedica Laboratories (Proprietary)
 Limited
 PMC Holdings G.K.
 Princeton Laboratories, Inc.
 Productos de Cuidado Personal y de La
 Salud de Bolivia S.R.L.
 Proleader S.A.
 PT Integrated Healthcare Indonesia
 PT. Johnson & Johnson Indonesia
 Pulsar Vascular, Inc.
 Regency Urban Renewal Associates
 RespiVert Ltd.
 RoC International
 Rutan Realty LLC
 Scios LLC
 Sedona Enterprise Co., Ltd.
 Sedona Singapore International Pte. Ltd.
 Sedona Thai International Co., Ltd.
 Serhum S.A. de C.V.
 Shanghai Elsker For Mother & Baby
 Co., Ltd
 Shanghai Johnson & Johnson Ltd.
 Shanghai Johnson & Johnson
 Pharmaceuticals Ltd.
 Sightbox, LLC
 Sodiad ESV
 Spectrum Vision Limited Liability Company
 Spectrum Vision Limited Liability Company
 Spectrum Vision Limited Liability
 Partnership
 Spine Solutions GmbH
 SterilMed, Inc.
 Sterilmed, Inc.
 Surgical Process Institute Deutschland
 GmbH
 Synthes Costa Rica S.C.R., Limitada
 SYNTHES GmbH
 Synthes GmbH
 Synthes Holding AG
 Synthes Holding Limited
 SYNTHES Medical Immobilien GmbH
 Synthes Medical Surgical Equipment &
 Instruments Trading LLC
 Synthes Produktions GmbH
 Synthes Proprietary Limited
 Synthes S.M.P., S. de R.L. de C.V.

Synthes Tuttlingen GmbH
Synthes USA Products, LLC
Synthes USA, LLC
Synthes, Inc.
TARIS Biomedical LLC
TearScience, Inc.
The Anspach Effort, LLC
The Vision Care Institute, LLC
Tibotec, LLC
Torax Medical, Inc.
TriStrata, Incorporated
UAB "Johnson & Johnson"
Vania Expansion
Verb Surgical Inc.
Vision Care Finance Unlimited Company
Vogue International LLC
Vogue International Trading, Inc.
WH4110 Development Company, L.L.C.
Xian Janssen Pharmaceutical Ltd.
XOI Limited
Zarbee's, Inc.

Managers and Officers of the Debtor

John Kim
Richard Dickinson
Robert Wuesthoff
Russell Deyo

Major Current Business Affiliations of Debtor's Managers

American Foundation for Opioid
Alternatives
Lawyers for Civil Justice
Migration Policy Institute
Miller Center for Community Protection &
Reliance, Eagleton Institute of Politics,
Rutgers University
National Center for State Courts
National Council, McLean Hospital
New Jersey Civil Justice Institute
One Mind

Depository and Disbursement Banks

Bank of America, N.A.

Major Sureties

Chubb
Federal Insurance Company
Liberty Mutual Insurance Company
Travelers Casualty and Surety Company of
America

Parties to Material Contracts with the Debtor

Johnson & Johnson
Johnson & Johnson Consumer Inc.
Johnson & Johnson Services, Inc.
U.S. Bank N.A.

Significant Co-Defendants in Talc-Related Litigation

3M Company
A.O. Smith Corporation
Albertsons Companies, Inc.
Avon Products, Inc.
Barretts Minerals, Inc.
BASF Catalysts LLC
Block Drug Company, Inc.
Borg Warner Morse Tec, Inc.
Brenntag North America
Brenntag Specialties, Inc.
Bristol-Myers Squibb Company
Carrier Corporation
Chanel, Inc.
Charles B. Chrystal Co., Inc.
Chattem, Inc.
Colgate-Palmolive Company
Conopco Inc.
Costco Wholesale Corporation
Coty, Inc.
Crane Co.
CVS Health Corporation
CVS Pharmacy, Inc.
Cyprus Amax Minerals Company
Cyprus Mines Corporation
Dana Companies, LLC
DAP Products, Inc.
Dollar General Corporation
Duane Reade Inc.

Eaton Corporation
Eli Lilly and Company
Elizabeth Arden, Inc.
Estee Lauder Inc.
Family Dollar Stores Inc.
Flowserve US, Inc.
FMC Corporation
Food 4 Less of California, Inc.
Ford Motor Company
Foster Wheeler, LLC
Gardner Denver, Inc.
General Electric Company
Genuine Parts Company
Goodyear Tire & Rubber Co.
Goulds Pumps, LLC
Grinnell LLC
Honeywell International, Inc.
Imerys Talc America, Inc.
Imerys USA, Inc.
IMO Industries Inc.
John Crane, Inc.
K&B Louisiana Corporation
Kaiser Gypsum Company, Inc.
Kmart Corporation
Kolmar Laboratories
Longs Drug Stores California
L'Oreal USA, Inc.
Lucky Stores, Inc.
Macy's, Inc.
Mary Kay Inc.
Maybelline LLC
Metropolitan Life Insurance Company
Noxell Corporation
Personal Care Products Council
Pfizer, Inc.
Pharma Tech Industries, Inc.
Pneumo Abex, LLC
PTI Royston, LLC
Publix Super Markets, Inc.
R.T. Vanderbilt Holding Company, Inc.
Ralphs Grocery Company
Revlon Consumer Products Corporation
Revlon, Inc.
Rite Aid Corporation
Safeway, Inc.
Sanofi-Aventis U.S. LLC

Shulton, Inc.
Specialty Minerals Inc.
Target Corporation
The Dow Chemical Company
The Estee Lauder Companies, Inc.
The Kroger Co.
The Procter & Gamble Company
Thrifty Payless, Inc.
Unilever Home & Personal Care USA
Union Carbide Corporation
Vanderbilt Minerals, LLC
ViacomCBS, Inc.
Walgreen Co.
Walmart, Inc.
Warren Pumps, LLC
Whittaker Clark & Daniels, Inc.
Wyeth Holdings LLC
Yves Saint Laurent America, Inc.

**Debtors' Retained Professionals and
Claims Agent**

AlixPartners LLP
Bates White LLC
Epiq Corporate Restructuring LLC
Jones Day
King & Spalding LLP
McCarter & English, LLP
Rayburn Cooper & Durham, P.A.
Shook, Hardy & Bacon L.L.P.
Weil Gotshal & Manges LLP

**Debtors' Significant Ordinary Course
Professionals, Consultants, and Service
Providers**

Adler Pollock & Sheehan PC
Bailey Glasser LLP
Barnes & Thornburg, LLP
Barrasso Usdin Kupperman
Freeman & Sarver, L.L.C.
Blake, Cassels & Graydon LLP
Blank Rome LLP
Brown Greer PLC
Butler Snow LLP
Carlton Fields, P.A.

Chehardy, Sherman, Williams,
Recile, & Hayes
Covington & Burling LLP
Damon Key Leong Kupchak Hastert
Davis Hatley Haffeman & Tighe
Dechert LLP
Elliott Law Offices, PA
Faegre Drinker Biddle & Reath LLP
Foliat, Huff, Ottaway & Bottom
Gibson, Dunn & Crutcher LLP
Goldman Ismail Tomaselli Brennan &
Baum
Hartline Barger
HeplerBroom LLC
Irwin Fritchie Urquhart & Moore LLC
Johnson & Bell Ltd.
Jones, Skelton & Hochuli, P.L.C.
Kaplan, Johnson, Abate & Bird LLP
Kelley Jasons McGowan Spinelli
Hanna & Reber, LLP
Kirkland & Ellis LLP
Kitch Drutchas Wagner
Valitutti & Sherbrook
Lewis Brisbois Bisgaard & Smith, LLP
Manion Gaynor & Manning LLP
Miles & Stockbridge
Milligan & Herns
Morgan Lewis
Nelson Mullins Riley & Scarborough, LLP
Nutter McClennen & Fish LLP
Orrick, Herrington, & Sutcliffe, LLP
Patterson Belknap Webb & Tyler LLP
Proskauer Rose LLP
Quattlebaum, Grooms & Tull PLLC
Schnader Harrison Segal & Lewis
Schwabe Williamson & Wyatt
Sidley Austin LLP
Skadden, Arps, Slate, Meager & Flom LLP
Stoel Rives LLP
Sullivan Whitehead & Deluca LLP
Swartz Campbell LLC
The Weinhardt Law Firm
Tucker Ellis LLP
Willcox & Savage, P.C.

**Known Professionals for Certain
Non-Debtor Parties in Interest**

Cravath, Swaine & Moore
White & Case LLP

Material Potentially Indemnified Parties

Bausch Health Companies Inc.
Cyprus Mines Corporation
Cyprus Talc Corp.
Imerys Talc America, Inc.
Imerys Talc Vermont, Inc.
Luzenac America, Inc.
Pharma Tech Industries, Inc.
PTI Royston, LLC
Rio Tinto America, Inc.
RTZ America, Inc.
Valeant Pharmaceuticals International, Inc.
Windsor Minerals Inc.
Costco Wholesale Corporation
Publix Super Markets, Inc.
Rite Aid Corporation
Safeway Inc.
Walmart Inc.

**Law Firms with Significant
Representations of Talc Claimants**

Arnold & Itkin LLP
Ashcraft & Gerel, LLP
Aylstock, Witkin, Kreis & Overholtz, PLLC
Barnes Firm
Beasley Allen Law Firm
Cellino Law LLP
Dalimonte Rueb Stoller, LLP
Dean Omar Branham Shirley, LLP
Driscoll Firm, LLC
Fears Nachawati Law Firm
Ferraro Law Firm
Flint Law Firm LLC
Golomb Spirit Grunfeld, P.C.
Honik LLC
Johnson Law Group
Karst & von Oiste LLP
Kazan, McClain, Satterly
& Greenwood PLC

Lanier Law Firm
Levy Konigsberg LLP
Maune Raichle Hartley French &
Mudd, LLC
Miller Firm, LLC
Motley Rice LLC
Napoli Shkolnik PLLC
OnderLaw, LLC
Simmons Hanly Conroy LLC
Simon Greenstone Panatiere
Bartlett, PC
The Gori Law Firm
Trammell PC
Weitz & Luxenberg, P.C.
Williams Hart Law Firm

**Key Parties in *Imerys Talc America, Inc.*
and *Cyprus Mines Corp. Chapter 11 Cases***

Cyprus Amax Minerals Company
Cyprus Mines Corporation
Cyprus Talc Corporation
Imerys S.A.
Imerys Talc America, Inc.
Imerys Talc Vermont, Inc.
(fka Windsor Minerals Inc.)
James L. Patton
Luzenac America, Inc.
Official Committee of Tort Claimants
(*In re Imerys Talc America, Inc.*)
Official Committee of Tort Claimants
(*In re Cyprus Mines Corp.*)
Roger Frankel

Debtor's Insurers

A.G. Securitas
ACE Property & Casualty Insurance
Company
Aetna Casualty and Surety Company
Affiliated FM Ins. Company
AIG Europe S.A.
AIG Property and Casualty Company
AIU Ins. Company
Allianz Ins. Company

Allianz Global Risks US Insurance
Company
Allstate Insurance Company
American Centennial Ins. Company
American Motorists Ins. Company
American Re-Insurance Company
Arrowood Indemnity Company
ASR Schadeverzekering N.V.
Assurances Generales De France
Assurantiekantoor VanWijk & Co.
Atlanta International Insurance Company
Birmingham Fire Ins. Company of
Pennsylvania
Central National Ins. Company of Omaha
Century Indemnity Company
Champion Dyeing Allocation Year
Chubb
City Ins. Company
Colonia Versicherungs AG, Koln
Continental Insurance Company
Darag Deutsche Versicherungs-Und
Rückversicherungs-AG
Drake Ins. Company of New York
Employers Ins. Company of Wausau
Employers Ins. of Wausau
Employers Mutual Casualty Company
Eurinco Allgemeine
Versicherungs AG, Dusseldorf
Everest Reinsurance Company
Fireman's Fund Ins. Company
First State Ins. Company
GAP
Gibraltar Casualty Company
Granite State Ins. Company
Great American
Great Northern Ins. Company
Great Southwest Fire Ins. Company
Groupe Drouot
Harbor Ins. Company
Hartford Accident and Indemnity Company
Home Ins. Company
Ideal Mutual Ins. Company
Industrial Indemnity Company
Ins. Company of North America
Ins. Company of the State of Pennsylvania
Ins. Corporation of Singapore Limited

Integrity Ins. Company
International Ins. Company
International Surplus Lines Ins. Company
Lexington Ins. Company
London Guarantee and Accident
Company of N.Y.
L'Union Atlantique S.A. d'Assurances
Mead Reinsurance Corporation
Middlesex Assurance Company
Midland Ins. Company
Midstates Reinsurance Corp.
Mission Ins. Company
Mission National Ins. Company
Munich Reinsurance America, Inc.
Mutual Fire, Marine, & Inland Ins.
Company
N.V. De Ark
N.V. Rotterdamse Assurantiekas
N.V. Schadeverzekeringsmaatschappij
Maas Lloyd
National Casualty Company
National Union Fire Ins. Company of
Pittsburgh, PA
Nationwide
New Hampshire Ins. Company
North River Ins. Company
Northbrook Excess and Surplus
Ins. Company
Northeastern Fire Ins. Company
of Pennsylvania
Pacific Employers Ins. Company
ProSight
Prudential Reinsurance Company
Puritan Insurance Company
Republic Indemnity Company of America
Republic Ins. Company
Republic Western Ins. Company
Repwest Insurance Company
Resolute Management Inc.
Rheinland Versicherungen
Rheinland Verzekeringen
Riverstone Insurers
Royal Belge I.R., S.A. d'Assurances
Royal Indemnity Company
Royal Ins. Company
Safety Mutual Casualty Corporation

Safety National Casualty Corporation
Seguros La Republica SA
Sentry Insurance A Mutual Company
Southern American Ins. Company
Starr Indemnity & Liability Company
TIG Insurance Company
Transamerica Premier Insurance Company
Transit Casualty Company
Travelers Casualty and Surety Company
UAP
Union Atlantique d'Assurances S.A.
Union Indemnity Ins. Company
of New York
Westchester Fire Insurance Company
Westport Insurance Corporation
XL Ins. Company

**Employees of the Bankruptcy
Administrator's Office for the Western
District of North Carolina**

Alexandria Kenny
Anne Whitley
David Shepherd
Katrina Adams
Sarah Scholz
Shelley K. Abel

**Bankruptcy Judges for the Western
District of North Carolina**

Judge George Hodges
Judge J. Craig Whitley
Judge Laura T. Beyer

Bankruptcy Rule 2002 Appearances¹

AIG Europe S.A. (as successor in interest to Union Atlantique d'Assurances S.A)
AIG Property Casualty Company (f/k/a Birmingham Fire Insurance Company of Pennsylvania)
AIU Insurance Company
Wanda Allen
Allstate Insurance Company, as successor in interest to Northbrook Excess & Surplus Insurance Company, formerly Northbrook Insurance Company
Atlanta International Insurance Company (as successor in interest to Drake Insurance Company)
Arnold & Itkin LLP
ASR Schadeverzekering N.V. (as successor in interest to Assurantiekoor Van Wijk & Co.)
Aylstock, Witkin, Kreis & Overholtz, PLLC
Barnes Law Group
Bausch Health Americas, Inc. f/k/a Valeant Pharmaceuticals International
Bausch Health Companies Inc. f/k/a Valeant Pharmaceuticals International, Inc.
Bausch Health US, LLC f/k/a Valeant Pharmaceuticals North America LLC
Bestwall LLC
Blue Cross Blue Shield Association
Blue Cross Blue Shield of Massachusetts, Inc
Edna Brown
Barbara Busch
Beatriz Cabeza
Monica Cambron
Tarshwa Carter
Bridget Coates
Cohen, Placitella & Roth P.C.
Lillian Cohn-Sharon
The Continental Insurance Company
Elaine Cook
Cyprus Amax Minerals Company

Cyprus Mines Corporation
Gloria Davis
Dawn Dispensa
Patricia Dunbar
Fears Nachawati PLLC
Ann Frye-Moragne
Debra Fugiel
Victoria Gomes
Granite State Insurance Company
Andrea Harris
Charlette Hein
Tabitha Henry
Christine Hodge
Darlene Holland
Imerys Talc America, Inc.
Imerys Talc Canada Inc.
Imerys Talc Vermont, Inc.
The Insurance Company of the State of Pennsylvania
Johnson & Johnson
Johnson & Johnson Consumer Inc.
Voncile Jones
Amanda Joyce
Kazan, McClain, Satterley & Greenwood, PLLC
Shelly King
Mildred Kirk-Brown
Julie Lamore
Susan Leach
Mary Leinen
Levy Konigsberg LLP
Lexington Insurance Company
Jo Ellen Luster
Nancy Lyman
Massey & Gail LLP
Bernadette McGinnis
Pamela Morrill
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company
The North River Insurance Company
N.V. Schadeverzekeringsmaatschappij Maas Lloyd (individually and as successor in

¹ Where a Bankruptcy Rule 2002 appearance was filed by counsel on behalf of clients, the clients have been listed herein to the extent identified and where certain clients have not been identified, the filing counsel is listed, to the extent not otherwise listed herein.

interest to policies subscribed in favor of
Johnson & Johnson by N.V.
Rotterdamse Assurantiekas, n/k/a De
Ark)

Kathleen O'Halloran

Lisa O'Neal

OnderLaw, LLC

The Plaintiffs Steering Committee in the In
re: Johnson & Johnson Talcum Powder
Products Marketing, Sales Practices and
Precuts Liability Multi-District
Litigation

RheinLand Versicherungen (as successor in
interest only to the subscriptions of the
former Dutch company Rheinland
Verzekeringen)

Rio Tinto America Inc.

Cora Robinson

Robinson Calcagnie, Inc.

Lisa Sabatine

Maraldine Schmidt

Valerie Schultz

Isabel Spano

Starr Indemnity & Liability Company (as
successor in interest to Republic
Insurance Company)

State of Texas, Attorney General of Texas

Three Crowns Insurance Company

Christine Torres

Travelers Casualty and Surety Company
(f/k/a The Aetna Casualty and Surety
Company)

May Virata

Waldrep Wall Babcock & Bailey PLLC

Westchester Fire Insurance Company

Sharon Wildman

Oshunna Williams

SCHEDULE 2

Disclosure Schedule

CURRENT REPRESENTATION	
<i>Other Non-Debtor Affiliates</i>	Actelion Pharmaceuticals US, Inc.
	ALZA Corporation
	DePuy Orthopaedics, Inc.
	Ethicon Women's Health & Urology Sarl
	Ethicon, Inc.
	Janssen Ortho LLC
	Janssen Pharmaceuticals, Inc.
	Janssen Pharmaceutical
	Janssen Research & Development, LLC
	Johnson & Johnson
	Johnson & Johnson Inc.
	Johnson & Johnson International
	Johnson & Johnson Medical (China) Ltd.
	Johnson & Johnson Services, Inc.
	Johnson & Johnson Vision Care, Inc.
	Mentor Worldwide LLC
	Ortho-McNeil Pharmaceutical, LLC
	Scios LLC
<i>Depository and Disbursement Banks</i>	Bank of America, N.A.
<i>Parties to Material Contracts with the Debtor</i>	U.S. Bank N.A.
<i>Significant Co-Defendants in Talc-Related Litigation</i>	Bristol-Myers Squibb Company
	Colgate-Palmolive Company
	Costco Wholesale Corporation
	Eli Lilly and Company
	Estee Lauder Inc.
	Flowserve US, Inc.
	Ford Motor Company
	General Electric Company
	Genuine Parts Company
	Honeywell International, Inc.
	Kmart Corporation
	Mary Kay Inc.
	Metropolitan Life Insurance Company
	Pfizer, Inc.
	Pneumo Abex, LLC
	Revlon, Inc.
	Rite Aid Corporation
	Target Corporation
	The Dow Chemical Company

	The Kroger Co.
	The Estee Lauder Companies, Inc.
	The Procter & Gamble Company
	Union Carbide Corporation
	ViacomCBS, Inc.
	Walmart, Inc.
	Wyeth Holdings LLC
<i>Debtors' Significant Ordinary Course Professionals, Consultants, and Service Providers</i>	Faegre Drinker Biddle & Reath LLP
	Morgan Lewis
	Stoel Rives LLP
<i>Material Potentially Indemnified Parties</i>	Costco Wholesale Corporation
	Rite Aid Corporation
	Walmart Inc.
<i>Debtor's Insurers</i>	Great American
<i>Bankruptcy Rule 2002 Appearances</i>	Bestwall LLC

FORMER REPRESENTATION	
<i>Other Non-Debtor Affiliates</i>	Codman & Shurtleff, Inc.
	Janssen Pharmaceutica NV
	Johnson & Johnson Middle East FZ-LLC
	TearScience, Inc.
<i>Significant Co-Defendants in Talc-Related Litigation</i>	Eaton Corporation
	Goulds Pumps, LLC
	Personal Care Products Council
	Safeway, Inc.
	Sanofi-Aventis U.S. LLC
<i>Debtors' Significant Ordinary Course Professionals, Consultants, and Service Providers</i>	Nelson Mullins Riley & Scarborough LLP
	Skadden, Arps, Slate, Meager & Flom LLP
<i>Debtors' Retained Professionals and Claims Agent</i>	AlixPartners LLP
	Weil Gotshal & Manges LLP
<i>Material Potentially Indemnified Parties</i>	Bausch Health Companies Inc.
	Valeant Pharmaceuticals International, Inc.
	Publix Super Markets, Inc.
	Safeway Inc.
<i>Debtor's Insurers</i>	Arrowood Indemnity Company
	Nationwide
	ProSight
	Royal Indemnity Company
<i>Bankruptcy Rule 2002 Appearances</i>	Bausch Health Americas, Inc. f/k/a Valeant Pharmaceuticals International
	Bausch Health Companies Inc. f/k/a Valeant Pharmaceuticals International, Inc.

SCHEDULE 3

Nonexclusive List of Certain King & Spalding LLP Professionals
and Their Current Hourly Rates as of November 2021

NAME	LOCATION	POSITION	BILLING RATE IN EFFECT AS OF THE PETITION DATE
Kristen Fournier	New York	Partner	\$832
Morton Dubin	New York	Partner	\$1,035
John Ewald	New York	Partner	\$855
Matthew Bush	New York	Senior Associate	\$725
Kevin Hynes	New York	Senior Associate	\$731
Evan Gascoine	Washington DC	Senior Counsel	\$510
Luis Fermin	New York	Paralegal	\$345

EXHIBIT B

Proposed Order

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re

LTL MANAGEMENT LLC,¹
Debtor.

Chapter 11

Case No. 21-30589 (JCW)

**EX PARTE ORDER APPROVING EMPLOYMENT OF KING & SPALDING LLP
AS DEBTOR’S SPECIAL COUNSEL PURSUANT TO SECTION 327(e)
OF THE BANKRUPTCY CODE EFFECTIVE AS OF THE PETITION DATE**

Upon the *Ex Parte Application to Employ King & Spalding LLP as Debtor’s Special Counsel Pursuant to Section 327(e) of the Bankruptcy Code Effective as of the Petition Date* (the “Application”), filed by the debtor in the above-captioned case (the “Debtor”), for an order, pursuant to section 327(e) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1(b) of the Local Bankruptcy Rules of the United States Bankruptcy

¹ The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

Court for the Western District of North Carolina (the “Local Rules”), authorizing the retention and employment of the law firm of King & Spalding LLP (“K&S”) as of the Petition Date as special counsel for the Debtor as more fully set forth in the Application and upon the *Declaration of Kristen R. Fournier* (the “Fournier Declaration”); and the Court being satisfied, based upon the representations made in the Application and the Fournier Declaration, that K&S represents or holds no interest adverse to the Debtor or its estate as to the matters upon which K&S is to be engaged; that the employment of K&S would be for a special purpose pursuant to 11 U.S.C. § 327(e); that K&S has previously represented the Debtor in the matters for which it is to be engaged; and that such engagement of K&S is necessary and would be in the best interests of the Debtor and its estate; and it appearing that the Court has jurisdiction to consider the Application; it appearing that the notice of the Application having been properly given and such notice being adequate for the entry of this order; it appearing that no other notice is required; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED;
2. The Debtor is authorized to retain and employ King & Spalding LLP as its special counsel in the above-captioned chapter 11 case (the “Chapter 11 Case”), in accordance with section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1(b), on the terms and conditions set forth in the Application effective as of the Petition Date;
3. King & Spalding LLP is authorized to render the professional services set forth in the Application, the Engagement Letter, and the Fournier Declaration;

4. King & Spalding LLP shall be compensated for its services and reimbursed for any related expenses as set forth in the Application and the exhibits thereto, and in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders or procedures of this Court;

5. This Order shall be immediately effective and enforceable upon its entry;

6. Pursuant to Local Rule 9013-1(f), any party shall be entitled to a hearing or request that the Court reconsider the entry of this Order by filing a motion for reconsideration within 14 days of service of this Order;

7. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application; and

8. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

This Order has been signed electronically. The Judge's signature and Court's seal appear at the top of the Order.

United States Bankruptcy Court

EXHIBIT C

Engagement Letter

KING & SPALDING

King & Spalding LLP
1185 Avenue of the Americas, 34th Floor
New York, NY 10036-4003
Tel: +1 212 556 2100
Fax: +1 212 556 2222
www.kslaw.com

Kristen Renee Fournier
Partner
Direct Dial: +1 212 790 5342
Direct Fax: +1 212 556 2222
kfournier@kslaw.com

November 9, 2021

John K. Kim, Esq.
Chief Legal Officer
LTL Management LLC
501 George Street
New Brunswick, NJ 08933

Dear John:

Thank you for retaining King & Spalding LLP for this special counsel engagement. We are pleased that you have sought our counsel, and we look forward to assisting you on the matters described below. This letter sets forth the scope and terms of our engagement, effective as of October 12, 2021, by LTL Management LLC, a North Carolina limited liability company (the "Company" or "you"), in connection with providing litigation related advice in respect of the Company's administration and completion of a case under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532, including but not limited to, assistance with the preparation and presentation of an estimation case (collectively, the "Matters").

I will be the lead lawyer on the Matters. If circumstances should necessitate a change, I will give you prompt notification and an opportunity to participate in the selection of the person who will take over responsibility for this engagement for the firm.

The Company is engaging the firm on an hourly basis; disbursements billed to the Company at cost. Our services will be billed on a monthly basis. To that end, we will submit billing statements to you on a monthly (or, if circumstances require, a more frequent) basis. If you have any question or concern about a billing statement, we ask that you raise it with us promptly upon your receipt of the statement.

The firm will assign to the Matters one or more partners, associates, and paralegals as may be necessary to accomplish the tasks relating to the engagement. We have discussed with

John K. Kim, Esq.
November 9, 2021
Page 2

you, and agreed upon, the current hourly rates of the firm's attorneys and other personnel expected to be involved in the firm's representation of the Company. A general breakdown of those rates are as follows:

<i>Billing Category</i>	<i>Range</i>
Partners	\$635 - \$2,095
Counsel/Of Counsel	\$890 - \$1,805
Associates	\$235 - \$1,410
Paralegals	\$265 - \$615

These hourly rates may change from time to time in accordance with K&S's established billing practices and procedures, and after consultation with you. In addition, the names, positions, resident offices and current hourly rates of those K&S professionals currently expected to spend time on the Chapter 11 Case are as follows:

NAME	LOCATION	POSITION	BILLING RATE IN EFFECT AS OF THE PETITION DATE
Kristen Fournier	New York	Partner	\$832
Morton Dubin	New York	Partner	\$1,035
John Ewald	New York	Partner	\$855
Matthew Bush	New York	Senior Associate	\$725
Kevin Hynes	New York	Senior Associate	\$731
Evan Gascoine	Washington DC	Senior Counsel	\$510
Luis Fermin	New York	Paralegal	\$345

John K. Kim, Esq.
November 9, 2021
Page 3

We look forward to representing the Company in the Matters and appreciate very much the confidence you have expressed in us by engaging our firm. If this engagement is acceptable according to the terms outlined above, kindly countersign this letter and return a scanned copy by email.

Regards,



Kristen Renee Fournier
Partner

LTL Management LLC

By: 

Title: Chief Legal Officer

Date: 11/9/21